



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

December 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**EDUCATION AFFILIATION AGREEMENT BETWEEN THE
DEPARTMENT OF VETERANS AFFAIRS (VA) AND THE COUNTY OF LOS
ANGELES RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER
(4th District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign the attached Education affiliation agreement between the Department of Veterans Affairs (VA) and the County of Los Angeles Rancho Los Amigos National Rehabilitation Center (RLANRC) to allow VA residents in the field of Physical Medicine and Rehabilitation to receive training toward the completion of their residency training program at RLANRC under the direct supervision of County physicians with no exchange of money between the parties, effective upon Board approval until termination by mutual consent of both parties or by written notice by either party 6 months in advance of the next training rotation.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The purpose of the recommended action is to allow VA residents in the field of Physical Medicine and Rehabilitation to receive training toward the completion of their residency training program at RLANRC under the direct supervision and instruction of Los Angeles County (County) physicians at no cost to the County.

The recommended Agreement will benefit the County by permitting the VA residents to assist in providing patient care to County patients under County supervision. The VA residents will benefit from receiving the enhanced training available to them in the medical field of Physical Medicine and Rehabilitation.

FISCAL IMPACT/FINANCING:

There is no net County Cost. No additional financing is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the County has entered into affiliation agreements with a variety of educational institutions. The agreements are intended to allow the students to obtain observational and practical clinical experience in County facilities. The County benefits from receiving the assistance of additional personnel in the provision of patient care at no cost to the County. The County has entered into similar agreements with the U. S. Departments of the Navy, Army, and Air Force and the Department of Veterans Affairs involving training in different medical fields and at different County medical facilities. The existing affiliation agreement with the Department of Veterans Affairs is limited to providing training to VA and County residents in the field of Outpatient Medicine at the VA Outpatient Clinic in downtown Los Angeles and at any Department of Health Services facility.

The term of the recommended Agreement is effective upon Board approval until terminated by either party. The Agreement can be terminated by mutual agreement of both parties or by written notice by either party 6 months in advance of the next training rotation. The Chief Executive Officer at RLANRC is accountable and responsible for oversight of the contract services.

The VA residents will train at RLANRC. County physicians will be responsible for the instruction and supervision of the VA residents during their training experience at RLANRC. While at RLANRC, the VA residents will adhere to all applicable County rules and regulations and will be provided with appropriate information regarding the County's Risk Management Program.

The VA residents assigned to RLANRC will be prohibited from receiving any payment other than VA pay and allowances.

The County will provide personal liability protection to VA residents while the residents are providing professional services under the Agreement while at RLANRC.

The liability provisions of the Agreement have been approved by the Chief Administrative Office, Risk Management Operations.

The VA requested the Agreement using their Agreement format, and therefore, the Agreement does not include the usual County provisions.

Attachment A provides additional information.

County Counsel has approved the Agreement as to use and form.

CONTRACTING PROCESS:

It is not appropriate to solicit a resident rotation agreement.

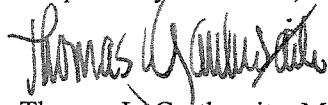
IMPACT ON CURRENT SERVICES (OR PROJECTS):

RLANRC will benefit by having its medical staff augmented by the VA residents.

The Honorable Board of Supervisors
December 1, 2005
Page 3

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Thomas L. Garthwaite". The signature is fluid and cursive, with the first name "Thomas" being the most prominent.

Thomas L. Garthwaite, M.D
Director and Chief Medical Officer

TLG:pm
VARANCHOB DLTR.DBC

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisor

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Medical Residency Training.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

VA, Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073
Telephone: (310) 478-3711
Attention: Arthur H. Friedlander, DMD
Associate Chief of Staff/Education

3. TERM:

The term of the Agreement will commence upon Board approval and shall remain in effect until terminated with the mutual consent of both parties or by written notice by either party 6 months in advance of the next training experience.

4. FINANCIAL INFORMATION:

There is no cost to the County.

5. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Valerie Orange, Chief Executive Officer, RLANRC

6. APPROVALS:

Clinical Affairs and Affiliations: Bruce Chernof, M.D., Senior Medical Director

Finance: Gary W. Wells, Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel : Elizabeth Friedman, Senior Deputy County Counsel



**EDUCATION AFFILIATION AGREEMENT BETWEEN
THE DEPARTMENT OF VETERANS AFFAIRS (VA) AND
THE COUNTY OF LOS ANGELES RANCHO LOS AMIGOS NATIONAL
REHABILITATION CENTER, DOWNEY, CALIFORNIA**

Use when trainees in a VA-sponsored program receive training in a non-VA health care facility or agency

Veterans Integrated Service Network (VISN) 22

VA NETWORK

VA Greater Los Angeles Healthcare System

VA MEDICAL CARE FACILITY (including city and state)

Physical Medicine & Rehabilitation Residency Training Program

VA SPONSORED PROGRAM/DISCIPLINE AND DEGREE(S)

The County of Los Angeles Rancho Los Amigos National Rehabilitation Center, Downey, CA

NAME OF NON-VA HEALTHCARE FACILITY OR AGENCY (including city and state)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, the listed VA facility or facilities, and the non-VA healthcare facility or agency for the academic purposes of enhanced patient care, education, and research. VA and the affiliated non-VA health care facility or agency have a shared responsibility for the academic enterprise. It is mutually agreed that clinical or practical experience for trainees in the specified VA sponsored educational program be provided at the non-VA health care facility or agency. Through this agreement, a partnership is created to enable enhanced patient care, education, and research. Additional responsibilities are delineated below.

TERMS OF AGREEMENT

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education in the VA sponsored program rests with VA. Ultimate responsibility for the control and operation of non-VA health care facilities or programs rests with the non-VA health care facility or agency.

The non-VA health care facility or agency and VA comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-91, and the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

Place a checkmark in the box that appropriately defines personal liability for participants in this VA sponsored educational program:

☐ Trainees of the VA sponsored educational program, and the VA-employed faculty members who accompany them on their VA duty time, when at the non-VA health care facility or agency will have personal liability protection provided by the provisions of the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d) if all the following apply:

- (1) the trainees and faculty members are providing professional services covered by this agreement;
- (2) the non-VA facility is not providing them with compensation for these professional services; and
- (3) the non-VA facility has declined to provide them with coverage under its insurance.

☒ Trainees of the VA sponsored educational program, when at the non-VA health care facility or agency, and furnishing professional services covered by this agreement, will have personal liability protection provided by the non-VA health care facility or agency.

RESPONSIBILITIES

1. The affiliated non-VA health care facility or agency has the following responsibilities:

- A. Operate and manage the non-VA health care facility or agency and maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and other accrediting entities as appropriate.
- B. Participate with the VA in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.
- C. Assure that staff with appropriate credentials will supervise trainees while at the non-VA health care facility or agency.
- D. Establish with VA, the minimal qualifications for trainees in the VA sponsored program that will rotate to the non-VA health care facility or agency.
- E. Orient trainees to the non-VA health care facility or agency and inform them that they are subject to the rules and regulations of the non-VA health care facility or agency while in those facilities.
- F. Evaluate the trainee's performance and conduct in mutual consultation with VA faculty and according to the guidelines outlined in the approved curriculum and accepted standards.
- G. Review and sign appropriate educational program letters of agreement prepared by VA.
- H. Dismiss any trainee from non-VA health care facility or agency assignment for unsatisfactory educational performance, noncompliance with the policies and procedures of the non-VA health care facility or agency, or for cause.

2. VA has the following responsibilities:

- A. Operate, manage, and assume overall educational responsibilities for the educational program and maintain accreditation by an agency that is recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).

- B. Participate with the non-VA health care facility or agency in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.
- C. Operate and manage the VA facility and maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and other accrediting entities.
- D. Assure that staff with appropriate credentials will supervise trainees.
- E. Appoint qualified health care professionals to VA from the non-VA health care facility or agency as appropriate, as faculty in the VA sponsored educational program.
- F. Establish minimal qualifications for trainees in VA sponsored educational programs.
- G. Consult with faculty from the non-VA health care facility or agency on issues of trainee noncompliance with the policies and procedures of the non-VA health care facility or agency, and take appropriate action.
- H. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.
- I. Develop educational program letters of agreement for each non-VA health care facility that provides a trainee with educational experience at VA. These agreements must identify faculty, including VA employees, who will teach, supervise, and evaluate trainee performance; outline educational objectives; specify periods and clinical area of assignments.
- J. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.
- K. Appoint VA and appropriate non-VA health care facility or agency faculty to the VA Partnership Council and its subcommittees. Non-VA health care facility or agency faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.
- L. Conduct periodic reviews of academic programs and policies according to VA policies.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until further notice and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

SIGNATURE PAGE

Signature of Responsible Official for Non-VA Healthcare Facility or Agency

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of VA Healthcare Facility Discipline Leader

Date of Signature

Quynh Pham, MD

Typed Name of Individual Signing Above

Program Director

Typed Title of Individual Signing Above

Signature of VA Designated Education Official

Date of Signature

Arthur H. Friedlander, DMD

Typed Name of Individual Signing Above

Associate Chief of Staff/Education

Typed Title of Individual Signing Above

Signature of Director or Equivalent Responsible Official for VA Healthcare Facility

Date of Signature

Charles M. Dorman, FACHE

Typed Name of Individual Signing Above

Director, VA Greater Los Angeles

Typed Title of Individual Signing Above

Signature of VISN Director or Designee for Department of Veterans Affairs

Date of Signature

Charles M. Dorman, FACHE

Typed Name of Individual Signing Above

Director, VA Greater Los Angeles

Typed Title of Individual Signing Above